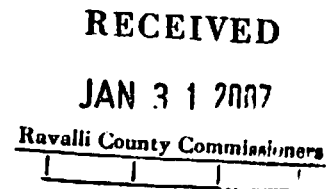


January 29, 2007

TO: Ravalli County Commissioners
Judge Larson, Missoula
Judge Haynes, Hamilton
Mike Riley, Bail Bondsman, Hamilton



FROM: Mike and Lorena Hillis

SUBJECT: Ravalli Co. cause # DC 60-1-91, Regarding Emily Staber, our daughter
(Missoula Co. cause # DC-03-439)

Through no fault of ours, we have become embroiled in the bail bond matrix in Ravalli County. We were overcharged bail by \$1000. We were told if we could obtain proof from the court, the money would be refunded. We obtained proof, yet after 6 months and numerous phone calls, letters, FAXs, and a court hearing, we are still out the \$1000. What can we do to have this error corrected?

The problem began with our daughter, Emily Staber's, association with an alcoholic boyfriend who beat up her kids. When he was arrested, Ravalli Co Sheriff's deputies decided to arrest Emily too, because she didn't "act right." Three months later we bailed her out of jail. The court/jail attendant said that bail had been set at \$10,000 by Missoula Co. regarding a probation violation, and at \$12,000 by Ravalli Co. regarding the arrest, but it was court ordered that the bail amounts be concurrent, making the total bail bond amount \$1200.

When Mike Hillis showed up with \$1200 in hand, he was informed by Mike Riley, Bail Bondsman, and the jail attendant that there was a communication error, and that the amount was actually \$2200. Mike then drove back to our bank in Missoula, withdrew an additional \$1000, then returned to Hamilton to post the bail. Emily was released into his custody, and we were told that if we could get proof that the amounts were to be concurrent, the \$1000 would be refunded.

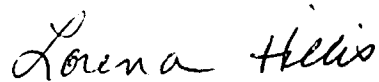
A court hearing was held in which Judge Haynes confirmed the concurrent status, and requested that the \$1000 be refunded. As per the requirement, Emily's attorney, Sasha Brownlee, notified Mike Riley, the bail bondsman. Both the judge's clerk and Ms. Brownlee told us that Mr. Riley should be refunding our overpayment. Mr. Riley, however, said that the payment was a done deal that could not be corrected. He said that it was too bad, but we were out the \$1000 overcharge.

Is the bail bondsman right? Should we have to forfeit \$1000 because of a clerk's communication error? Should Mr. Riley have our \$1000 simply because of a communication error? Or is this just the way the bail system works? How often do similar errors result in others being forced to pay more than the required bail? Who is profiting from this?

This problem is doubly disheartening in that Emily served 3 months in jail for "not acting right". No investigation was ever conducted by the Sheriff's office to come up with evidence to justify arrest, or to verify Emily's claim of non-involvement and release her. The DA has decided to not prosecute, since there is no evidence that Emily did anything unlawful. After talking to the Sheriff's office, it looks to us like Emily was thrown in jail simply because she was on probation, and is low income, not because she had committed any crime.

The only crime now seems to be the non-refund of our \$1000 overpayment to Ravalli County's bail system.

What can we do to get our \$1000 back? Any suggestions?

A handwritten signature in cursive script that reads "Lorena Hillis".

Mike and Lorena Hillis
6323 Woods Road
Missoula MT 59802
406-543-4125
mlhillis@mtwi.net

MONTANA FOURTH JUDICIAL DISTRICT COURT, MISSOULA COUNTY

Cause No. DC-03-439

Dept. No. 3

August 10, 2006
Date

STATE OF MONTANA

Plaintiff/Petitioner,

vs.

EMILY MAE STABER

Defendant/Respondent.

Hon. John W. Larson

Cerese Parker
Court Reporter

Alan T. Hoyt
Deputy Clerk of Court

Townsend

Counsel

Mercer

Counsel

MINUTES AND NOTE OF RULING

Deputy County Attorney Karen Townsend, appearing on behalf of Deputy County Attorney Betty Wing, and the Defendant with her counsel, Public Defender Koan Mercer, came into court, this being the time set for hearing on the Defendant's request for a reduction of bond.

Thereupon, counsel for the Defendant requested that the Defendant's bond that is set in the amount of \$10,000.00 be made concurrent with a Ravalli County, Montana bond that is set in the amount of \$10,000.00. The State advised that they would not oppose if the Defendant resided with her mother. The Court ordered that the Missoula County bond set in the amount of \$10,000.00 be made concurrent with the Ravalli County bond set in the amount of \$10,000.00. The Court also ordered that as an additional condition of release the Defendant make an

appointment right away for an updated chemical dependency evaluation and be tested frequently by her probation officer. The Defendant was then remanded into the custody of the Sheriff.

cc: Co.Atty-Wing
PD-Mercer

TRANSACTION REPORT

P.01/01

AUG/29/2006/TUE 09:06 AM

FAX (TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	AUG/29	09:06AM	4063754064	0:00:35	3	OK	SG3 1841

August 28, 2006

To: Julie, Ravalli County Detention Center

From: Mike Hillis, 6323 Woods Rd, Missoula, MT 59802, (406) 543-4125,
mlhillis@mtwi.net

Re: Bond paid for Emily Mae Staber on 8/18/06

Julie, we spoke on the phone yesterday regarding a bond I paid for Emily Mae (Hillis) Staber, through bondsman Mike Riley. To reiterate the problem, here is the pertinent information:

On 8/18/06, I was informed that the bond for Emily Mae (Hillis) Staber was reduced to a total of \$12,000, including \$2000 from Cascade County; \$10,000 from Ravalli County, and \$10,000 from Missoula to be run *concurrently* with Ravalli County. I went through bondsman Mike Riley and was informed he would cover the bond for a non-refundable fee of \$1,200 (10%). I agreed to pay that amount.

Upon arriving in Hamilton I was told by Mike Riley that the Ravalli County Detention Center had informed him that the Missoula bond was intended to run not concurrently with Ravalli County as he had been originally informed, but *consecutively*. According to the information Mike Riley received from your office that increased the total bond to \$22,000 and my fee to Mike Riley to \$2,200. I paid that amount to Mike Riley.

Since then I received documentation (attached) that Missoula County did intend for the bonds to run concurrently (attached paragraph 2, line 6). I don't know or care where the mix-up originated, but I am seeking re-imbursement for the overcharge. Mike Riley will not reimburse me until he has documentation that the amount his insurer is held accountable for is reduced from \$22,000 to \$12,000. Once that is done, I'm assuming he will reimburse me for the overcharge. Consequently I am counting on your office to rectify the problem.

Please let me know how you intend to resolve the problem and the approximate timeline involved.

Respectfully,

Mike Hillis

cc. Mike Riley